

APPENDIX J

SURETY BOND



BP OIL

Memorandum

March 1, 1991

To: E. W. Cunningham
From: R. Schreiber
Re: 1991 RCRA Financial Assurance Submittal

The following are the updated cost estimates of the closure plan provided for in the RCRA permit:

Hazardous Waste Storage Building	\$200,476
Impoundment (TCLP)	\$827,895
Total	\$1,028,371

The above figures are given in 1991 dollars based on an inflation factor of 1.041. If you have any further questions, please call me at 215-499-7353.


R. Schreiber

cc: M.J. Berlinger
C.J. Franks
E.T. Simpson
R.L. Wilcox

File: S2-91

Date Prepared

SURETY BOND

For A Waste Management Facility

PAD0716126873

To be completed by Permittee/Operator:

BP Oil Company
Name of Facility: Marcus Hook Refinery
Address: 200 Public Square
Cleveland, Ohio 44114
Chester-Marcus Hook
Municipality: and Trainer
County: Delaware

Department Use Only:

Solid Waste Permit No.: _____
Date of Permit Issuance: _____
Permit Acreage: _____

Type of Facility: Check one:

- ☒ Hazardous
☐ Municipal
☐ Residual
☐ Other (describe) _____
(Describe facility type/activity)

Purpose: Check one:

- ☒ Operation and Closure of a Waste Management Facility
☐ (a) Initial Bond
☐ (b) Repermit of Existing Facility
☐ (c) Additional Bond
☒ (d) Replacement Bond
☐ (e) Change of Ownership
☐ (f) Application for Mobile Processing facility permit

(2) Closure of a Management Facility

To be completed by Surety Company:

Bond No.: 2S100302630-440

Completed by Permittee/Operator:

WHEREAS, (1) BP Oil Company, a Corporation,
(Name of Permittee/Operator as Principal)

incorporated under the Laws in the State of Delaware,

or (2) N/A, with its principal place of
(Individual, Limited/General Partnership, Registered Fictitious Name Business)

business at N/A,
(Address)

or (3) N/A has (1) filed application for permit(s); or (2) executed
(municipality or municipal authority)

a (Consent agreement/consent decree) (hereinafter "agreement") dated (date of agreement)

with the Commonwealth of Pennsylvania, Department of Environmental Resources (hereinafter referred to as the "Department"), or (3) has been ordered by the Department, under the provisions of the "Pennsylvania Solid Waste Management Act", Act of July 7, 1980, Act No. 97, as amended (hereinafter "Act 97") for the purpose, as indicated above of either (1) the operation and closure or (2) closure of a municipal/residual waste facility which will effect 347.6 acres of land owned
(Acreage to be Under Permit or as Referenced by Order/Agreement, etc)

by BP Oil Company in
(Name of Landowner)
Chester-Marcus Hook and Trainer
(Name of Municipality)

Delaware County, Pennsylvania.
(Name of County)

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS that we, BP Oil Company
(Name of Principal)

(Name of Principal), as principal, and
The Aetna Casualty and Surety Company, a corporation of the State of
Connecticut, licensed to do business in the Commonwealth of Pennsylvania, and
approved by the Secretary of the Department (hereinafter referred to as the "Secretary"), with its principal place
of business at 151 Farmington Avenue, Hartford, CT 06156, as surety,
(Address)

in consideration of the execution of the aforesaid agreement and intending to be legally bound hereby, are held
and firmly bound unto the Department, in the just and full sum of One hundred ninety-two thousand five hundred eighty and no/100
(Written Dollar Amount)

(\$ 192,580.00) Dollars, to the payment whereof, well and truly to be made, the Operator
(Numerical Dollar Amount)

does hereby bind ourselves, our heirs, executors, administrators, assigns and successors, firmly by these presents:

THE CONDITION OF THIS OBLIGATION is such that if the principal shall faithfully perform all of the requirements of (1) Act 97; (2) the Act of Assembly approved June 22, 1937, P.L. 1987, as amended, known as the "Clean Streams Law"; (3) the Act of Assembly approved January 8, 1960, P.L. 2119, as amended, known as the "Air Pollution Control Act"; (4) the applicable provisions of the Act of Assembly approved November 26, 1978, P.L. 1375, as amended known as the "Dam Safety Encroachment Act"; (5) the applicable provisions of the Act of Assembly approved May 31, 1945, P.L. 1198, as amended, known as the "Surface Mining Conservation and Reclamation Act"; (6) the rules and regulations promulgated thereunder, (7) the provisions and conditions of the permits issued thereunder and designated in this bond and, (8) any agreement with or order of the Department, and (9) such amendments or additions to the acts, regulations, terms and conditions of the permits and orders of the Department as may hereinafter be lawfully made (all of which are hereinafter referred as the "law"), then this obligation shall be null and void, otherwise to be and remain in full force and effect.

LIABILITY UPON THIS BOND shall be for the amount specified herein. Liability upon this bond shall be continuous from the initiation of operations at the facility, and shall continue for the duration of the processing and/or disposal of solid waste at the aforesaid processing or disposal area and for a period of up to ten (10) years after final closure of the site or for the period of time specified in a related order from or agreement with the Department as specified herein unless released in whole or in part by the Department, in writing, prior thereto as provided by the law. Further, liability upon this bond shall continue until any environmental damage caused by the principal in violation of the above law is corrected and the site is returned to a condition of compliance with the law. If the principal shall fail to complete such restoration work within a reasonable time as notified thereof, in writing, by the Department, this bond shall be in default. Liability upon this bond shall extend to the property used for solid waste activity, as well as to adjunct areas. It is acknowledged and agreed by the parties that the liability upon this bond is a penal sum, and as such the Commonwealth retains an interest in such guarantee which may not be affected by bankruptcy, insolvency, or other financial incapacity of the operator or principal on the bond until release of such liability as provided by the law. The purpose of the bond is to ensure compliance by the operator for land affected by the operation of a waste management facility.

UPON THE HAPPENING OF ANY DEFAULT of the provisions, conditions and obligations assumed under this bond and the declaration of a forfeiture by the Secretary, or his designee, the period for appeal provided by law having expired, the principal and the surety hereby authorize and empower the Attorney General of the Commonwealth of Pennsylvania, or any other attorney of any court of record in Pennsylvania, or elsewhere, by him deputized for the purpose, to appear for and confess judgement against the principal and/or the surety, their successors or assigns, in favor of the Commonwealth of any sum or sums of money which may be due hereunder, with or without defalcation or declaration filed, with interest and costs, with release of errors, without stay of execution and with ten (10%) percent added for collection fees, and for the exercise of this power, this instru-

or a copy thereof, any rule of court to the contrary notwithstanding, shall be full warrant and authority. This power shall be inexhaustible. The surety and principal are jointly and severally liable for payment of the bond amount, which shall be confessed to judgement and execution upon forfeiture.

The principal and surety further agree that execution may issue upon judgment so confessed for the full amount of money and accrued interest that is owing from the principal and/or the surety to the Commonwealth, with costs and collection fee upon filing information in writing in the court when such judgment shall be entered.

Full payment shall be made under the bond within 30 days of receipt of the Department's declaration of forfeiture by the surety.

The surety may cancel the bond by sending written notice of cancellation to the Department, the operator and the principal on the bond, only under the following conditions:

The notice of cancellation shall be sent by certified mail, return receipt requested. Cancellation may not take effect until 120 days after receipt of the notice of cancellation by the Department, the operator and the principal on the bond as evidenced by return receipts.

Within 30 days after receipt of a notice of cancellation, the operator shall provide the Department with a replacement bond as defined by the law. If the operator fails to submit a replacement bond acceptable to the Department within the 30 day period, the Department will issue a notice of violation to the operator requiring that the bond be replaced within 30 days of the notice of violation. If the bond is not replaced within the 30 day period, the Department may issue a cessation order for permits of the operator and related parties, and thereafter take action as may be appropriate.

Failure of the operator to submit a replacement bond within 30 days after the notice of violation constitutes grounds for forfeiture of the bond, and other bonds submitted by the operator, under the law. If the Department declares the bond forfeited before the expiration of the 120 day period, the notice of cancellation is null and void.

FURTHER, the principal and the surety agree that their liability hereunder shall not be impaired or effected by, (a) any renewal or extension of the time for performance of any of the provisions, conditions or obligations upon which this bond is conditioned, or (b) any forbearance or delay in declaring this bond to be forfeited or in enforcing payment on this bond. The surety hereby waives any right to cover or perform the obligations of the principal upon the principal's default, provided however, that the Department may authorized, in writing, the surety to cover such defaulted obligations if the Department determines that it is in the Departments to do so.

FURTHER, the Operator agrees that its liability hereunder shall not be impaired or affected by, (a) any renewal or extension of the time for performance of any of the provisions, conditions or obligations upon which this bond is conditioned, or (b) any forbearance or delay in declaring this bond to be forfeited or in enforcing payment on this bond.

OTHER, the Department reserves the right to require additional bonding from the Operator, as provided by law, which shall be a supplement to and augment the bond liability provided herein. The Department may, in writing, a portion of the amount of liability provided in this bond for partial completion of the provisions, conditions and obligations assumed by the Operator herein, as may be authorized by the law, and such amount released shall be a credit upon the total amount of this bond. Nothing herein shall limit or preclude the Department from seeking any liability or remedy, in addition to the forfeiture of this bond, which may be authorized or provided by law.

WITNESS WHEREOF, the principal and surety have hereunto set their hands and seals, intending to be bound hereby, this 2nd day of February, 19 90.

Principal: BP OIL COMPANY

(Print Name of Permittee/Operator)

Affix Corporate Seal Here:

Attest or Witness:

Cheryl B. Godic

(Print/Type Name)

Cheryl B. Godic

(Signature of Above)

Donna D. Barthany

(Print/Type Name)

Donna D. Barthany

(Signature of Above)

By: G. J. Dunn, Vice President

(Print/Type Name and Title)

(Signature of Above)

By: Keith S. Kennedy, Assistant Treasurer

(Print/Type Name and Title)

(Signature of Above)

Surety: THE AETNA CASUALTY AND SURETY COMPANY

(Print Name)

Affix Corporate Seal Here:

Attest or Witness:

Rose M. Huxtable

(Print/Type Name)

Rose M. Huxtable

(Signature of Above)

Margaret A. Ransom

(Print/Type Name)

Margaret A. Ransom

(Signature of Above)

By: Monica H. Peres, Attorney-in-Fact

(Print/Type Name and Title)

(Signature of Above)

By:

(Print/Type Name and Title)

(Signature of Above)

Pennsylvania Resident Agent

Leslie L. Rudat

(Signature)

Leslie L. Rudat

(Print/Type Name)

Approved as to legality and form:

Approved for the Department:

(Type Name and Title)

(Signature of Above)

(Date)

(Chief Counsel/Assistant Counsel)
Department of Environmental Resources

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF ENVIRONMENTAL RESOURCES
BUREAU OF WASTE MANAGEMENT

SURETY BOND ENDORSEMENT
Transfer of Permit

It is agreed and understood by the Principal and Surety, on Surety Bond No. 2S100302630-44
dated February 2, 1990, to which this Endorsement is attached and intended to
become a part of, that said bond is submitted as bond required by and pursuant to Permit
No. PAD0716126873, to replace Aetna Casualty & Surety Company bond(s) pledged
(surety or collateral) 12/14/88
and deposited with the Commonwealth by Sohio Oil Company
(name of former permittee)
pursuant to Permit No.(s) PAD0716126873
(original Permit No.)
issued on _____
(original permit date)

The undersigned Principal and Surety hereby assume, as a condition upon the attached Surety Bond, any and all liability and obligations accrued on the original permit and to be accrued on the new permit under the law (as defined in the attached bond) from the date of the issuance of the original permit until such time as the Commonwealth shall release, in writing, such liability and obligations. It is specifically agreed and intended that the attached replacement Surety Bond is retroactively effective from the date of the issuance of the original permit.

It is understood that the Commonwealth, in consideration of the pledge and deposit of the attached replacement Surety Bond, will release the existing bonds of the former permittee.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound hereby, sign, seal and deliver this Endorsement, this 2nd day of February, 1990.

ATTEST OR WITNESS:

Cheryl B. Godic
Cheryl B. Godic

Donna D. Barthany
Donna D. Barthany

ATTEST OR WITNESS:

Rose M. Huxtable
Rose M. Huxtable

Margaret A. Ransom

Principal: BP OIL COMPANY

(Print Name)

By: G. J. Dunn

(Title)

(Seal)

G. J. Dunn, Vice President

By: Keith S. Kennedy

(Title)

Keith S. Kennedy, Assistant Treasurer

Surety: THE AETNA CASUALTY AND SURETY COMPANY

(Print Name)

By: Monica H. Peres

(Title)

(Seal)

Monica H. Peres, Attorney-in-Fact

(Title)

Countersigned By Leslie L. Rudat PA Resident Agent

POWER OF ATTORNEY AND CERTIFICATE OF AUTHORITY OF ATTORNEY(S)-IN-FACT

KNOW ALL MEN BY THESE PRESENTS, THAT THE AETNA CASUALTY AND SURETY COMPANY, a corporation duly organized under the laws of the State of Connecticut, and having its principal office in the City of Hartford, County of Hartford, State of Connecticut, hath made, constituted and appointed, and does by these presents make, constitute and appoint **Raymond B. Smith, Kenneth J. Kalish, Rose M. Huxtable, Margaret A. Ransom or Monica B. Peres** --

of **Cleveland, Ohio**, its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred to sign, execute and acknowledge, at any place within the United States, or, if the following line be filled in, within the area there designated, the following instrument(s):
by his/her sole signature and seal, any and all bonds, recognizances, contracts of Indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any and all consents incident thereto

and to bind THE AETNA CASUALTY AND SURETY COMPANY, thereby be fully and to the same extent as if the same were signed by the duly authorized officers of THE AETNA CASUALTY AND SURETY COMPANY, and all the acts of said Attorney(s)-in-Fact, pursuant to the authority herein given, are hereby ratified and confirmed.

This appointment is made under and by authority of the following Standing Resolutions of said Company which Resolutions are now in full force and effect:

VOTED: That each of the following officers: Chairman, Vice Chairman, President, Any Executive Vice President, Any Senior Vice President, Any Vice President, Any Assistant Vice President, Any Secretary, Any Assistant Secretary, may from time to time appoint Resident Vice Presidents, Resident Assistant Secretaries, Attorneys-in-Fact, and Agents to act for and on behalf of the Company and may give any such appointee such authority as his certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors may at any time remove any such appointee and revoke the power and authority given him.

VOTED: That any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the Chairman, the Vice Chairman, the President, an Executive Vice President, a Senior Vice President, a Vice President, an Assistant Vice President or by a Resident Vice President, pursuant to the power prescribed in the certificate of authority of such Resident Vice President, and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary or by a Resident Assistant Secretary, pursuant to the power prescribed in the certificate of authority of such Resident Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact pursuant to the power prescribed in his or their certificate or certificates of authority.

This Power of Attorney and Certificate of Authority is signed and sealed by facsimile under and by authority of the following Standing Resolution voted by the Board of Directors of THE AETNA CASUALTY AND SURETY COMPANY which Resolution is now in full force and effect:

VOTED: That the signature of each of the following officers: Chairman, Vice Chairman, President, Any Executive Vice President, Any Senior Vice President, Any Vice President, Any Assistant Vice President, Any Secretary, Any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such power of attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, THE AETNA CASUALTY AND SURETY COMPANY has caused this instrument to be signed by its Assistant Vice President, and its corporate seal to be hereto affixed this **23rd** day of **December**, 19 **88**

State of Connecticut }
County of Hartford } ss. Hartford



THE AETNA CASUALTY AND SURETY COMPANY
By Joseph P. Kiernan
Joseph P. Kiernan
Assistant Vice President

On this **23rd** day of **December**, 19 **88**, before me personally came **JOSEPH P. KIERNAN**, Assistant Vice President of THE AETNA CASUALTY AND SURETY COMPANY, the corporation described in and which executed the above instrument; that he/she knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; and that he/she executed the said instrument on behalf of the corporation by authority of his/her office under the Standing Resolutions thereof.



George A. Perry, Jr.
My commission expires March 31, 19 **91**
George A. Perry, Jr., Notary Public

CERTIFICATE

I, the undersigned, **Secretary** of THE AETNA CASUALTY AND SURETY COMPANY, a stock corporation of the State of Connecticut, DO HEREBY CERTIFY that the foregoing and attached Power of Attorney and Certificate of Authority remains in full force and has not been revoked; and furthermore, that the Standing Resolutions of the Board of Directors, as set forth in the Certificate of Authority, are now in force.

Signed and Sealed at the Home Office of the Company, in the City of Hartford, State of Connecticut, Dated this **2nd** day of **February**, 19 **90**



By John W. Welch
John W. Welch, Secretary



BP AMERICA

BP America Inc.
200 Public Square
Cleveland, Ohio 44114-2375
(216) 586-4141

February 22, 1990

Mr. Irwin Lourie
Hazardous Waste Coordinator
Pennsylvania Department of Environmental Resources
1875 New Hope Street
Norristown, PA 19401

Re: BP Oil
Marcus Hook Refinery
Bond Requirement - PA Hazardous Waste Permit Program
PAD071612683

Dear Mr. Lourie:

Enclosed is an updated surety bond #2S100302630-440 submitted to reflect name change from Sohio Oil to BP Oil.

We ask that you release the old INA bond, #2S100302630-310, as soon as possible and return it to:

Monica H. Peres/Attorney-in-Fact
Johnson & Higgins
2600 National City
Cleveland, Ohio 44114

If you have any questions, please call me at (216) 586-8129.

Sincerely,

E. W. Cunningham
Environmental Consultant

Enclosure

cc: R. C. Madsen
M. J. Berlinger, Marcus Hook Refinery
R. D. Holland

b.ad0